

1-751009  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JUDGE PRESKA

-----X  
ZIM-AMERICAN ISRAELI SHIPPING  
CO., INC.,

**05 CV 6525**

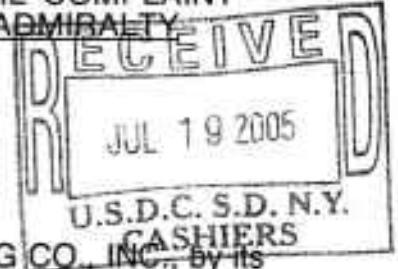
Plaintiff,

- against -

VIPA LAUSANNE S.A.,

Defendant.  
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CIVIL COMPLAINT  
IN ADMIRALTY



Plaintiff ZIM-AMERICAN ISRAELI SHIPPING CO., INC., by its

attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and  
for its Complaint against defendant VIPA LAUSANNE S.A., in personam, in a  
cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule  
9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of  
1999, 46 U.S.C., App. Section 1701, et seq., and Paragraph 24 of the Bill of  
Lading.

2. At all times hereinafter mentioned, plaintiff ZIM-AMERICAN  
ISRAELI SHIPPING CO., INC. was and still is a corporation duly organized and  
existing under the laws of the State of New York with offices and a place of business  
at 5801 Lake Wright Drive, Norfolk, VA 23502.

3. Upon information and belief and at all times hereinafter mentioned,  
defendant had and now has the legal status and place of business as set forth in  
Schedule A.

4. On or about the dates and at the ports of shipment stated in  
Schedule A, certain goods were delivered to plaintiff to be carried to the ports of  
destination and at the agreed charges to be paid by defendant pursuant to plaintiff's  
public tariff.

5. Thereafter, the said goods were transported to the ports of  
destination and delivered to the consignee and/or its agents.

6. Plaintiff has duly performed all duties and obligations required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and to refuse to remit the \$28,550.00 due, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$28,550.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of plaintiff's damages, together with interest thereon from the respective dates due, costs, disbursements, and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York  
July 19, 2005

LAW OFFICES OF  
ALBERT J. AVALLONE & ASSOCIATES

By

  
Albert J. Avallone - AA1679  
Attorneys for Plaintiff  
ZIM-AMERICAN ISRAELI SHIPPING  
CO., INC.  
551 Fifth Avenue, Suite 1701  
New York, NY 10176  
(212) 696-1760

## **SCHEDULE A**

### **I. Defendant's status & address:**

A. Upon information and belief and at all times hereinafter mentioned, defendant **VIPA LAUSANNE S.A.** was and still is a corporation organized and existing under the laws of Switzerland, with offices and a place of business **Galerles Benjamin Constant 1, Case postale 7700, 1002 Lausanne (CH), Switzerland.**

### **II. Particulars:**

1. Bill of Lading No. **SSPHNYC1067**, dated **June 28, 2001**, from New York to Chittagong on the Vessel **ATLANTIC**, **thirteen (13)** forty-foot containers **SAID TO CONTAIN: SCRAP PAPER**, at the applicable tariff charge of **\$9,525.00** (Exhibit A).

Amount Paid: \$0

Amount Due: **\$9,525.00**

2. Bill of Lading No. **SSPHNYC1083**, dated **July 31, 2001**, from New York to Chittagong on the Vessel **CHINA**, **twenty (20)** forty-foot containers **SAID TO CONTAIN: SCRAP PAPER**, at the applicable tariff charge of **\$19,025.00** (Exhibit B).

Amount Paid: \$0

Amount Due: **19,025.00**

**III. Total Amount Due: \$28,550.00**

As Agents for Zim Israel Navigation Co., Ltd.  
As Carrier

IN REPLY TO THE CHAIRMAN OF CONGRESSIONAL HEARING ON THE SUBJECT OF THE INVESTIGATION OF THE ACTS OF RACIAL DISCRIMINATION IN THE SOUTHERN STATES OF THE UNITED STATES OF AMERICA, WASHINGTON, D.C., MAY 11, 1957, BY SENATOR JAMES EASTLAND, MISSISSIPPI, AND SENATOR JAMES H. EASTMAN, CONNECTICUT, PRIME TO J. EDGAR HOOVER, ATTORNEY GENERAL, AT 2:00 P.M.

REPRODUCTION OF FAC, 14/11 - USNYC - BDDGPRESSON - SSPHNYC1047 \*\*\*PAGE 2

13 CONT. FREIGHT PREPAID SHIPPED ON 31800/5KG  
 BOARD 261 ATLANTIC 15/E DATE 70/2001A  
 JUNE 28, 2001  
 13 X 40' CONTAINERS 318.070 M.  
 TONS (4/-10.) RECOVERED (WASTE  
 AND SCRAP) PAPER  
 OR PAPER BOARD, OLD CORRUGATED  
 CONTAINER (GCD) PS 11 A THE  
 RATE OF USD99.00  
 PER M.TON CFR CHITTAGONG, AS  
 PER BENEFICIARY'S PROFORMA  
 INVOICE NO. 1-9999-A  
 DTD. 22/04/2001. PACKING IS IN  
 EXPORT STANDARD BALE PACKING.  
 IMPORT UNDER CFER, L/C NO.  
 202120154, L/C NO. 004249, H.S.  
 CODE NO. 4707.10.00;  
 IMPORTERS IRC NO. BA-37927, VAT  
 REGISTRATION NO. 2101001192,  
 TIN NO.  
 375-247-2379/00-9 AND  
 BANGLADESH BANK REGISTRATION  
 NO. BS26212203455 DTD.  
 08/05/2001  
 SHIPMENT IS EFFECTED IN  
 CONTAINER  
 LETTER OF CREDIT NO. 202120154  
 DT. 09/05/2001  
 AEXTN 1125/3630-1-01-1-2/02



SHIPPER / EXPORTER (NAME & ADDRESS)		BOOKING No.		BILL OF LADING No.	
M/S. VIPA LAUSANNE S.A., 1002 LAUSANNE (CH) GALERIES BENJAMIN-CONSTANT 1, CASE POSTALE 4131, SWITZERLAND.		1ENYC2643		SSPHNYC1083	
		EXPORT REFERENCES			
		A01-0365			
		FL-01-23568			
CONSIGNEE (NAME & ADDRESS)		FORWARDING AGENT F.M.C. No.		FNC# 1735	
TO THE ORDER OF "DHAKA BANK LTD., KHATUNGOJ BRANCH, 292/293, KHATUNGOJ, CHITTAGONG"		FRANLIG FORWARDING CO., INC 401 BROADWAY NEW YORK, NY 10013			
(B/L NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)		POINT AND COUNTRY OF ORIGIN (FOR MERCHANT'S REFERENCE ONLY)			
NOTIFY (NAME & ADDRESS)		REMARKS / EXPORT OR OTHER INSTRUCTIONS			
M/S. MEB PAPER AND BOARD MILLS LTD., 100, KHATUNGOJ, CHITTAGONG, BANGLADESH, FACTORY ADDRESS: KALURGHAT, CHITTAGONG, BANGLADESH		ALSO NOTIFY: DHAKA BANK LTD., KHATUNGOJ BRANCH, 292/293, KHATUNGOJ, CHITTAGONG, BANGLADESH			
- FOR DEFINITION SEE CLAUSE 2 OVERLEAF -					
INITIAL CARRIAGE BY (MODE)		PLACE OF RECEIPT OF GOODS * (IF CONTRACTED FOR)			
LOADING VESSEL *		VOY *		PORT OF LOADING *	
CHINA 13/E				NEW YORK	
PORT OF DESTINATION *		FINAL DESTINATION * (IF CONTRACTED FOR)		FURTHER ROUTING (AT MERCHANT'S EXPENSE, RISK AND RESPONSIBILITY)	
CHITTAGONG PORT					
PARTICULARS AS FURNISHED BY SHIPPER					
MKS & NOS. / CONT. NOS.	DESCRIPTION OF GOODS		WEIGHT	MEASUREMENT	
	DESCRIPTION DETAILS AS PER ATTACHED RIDER 20 CONTAINERS AS PER ATTACHED LIST  <b>EXHIBIT "B"</b>				
THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES OF AMERICA IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.			TOTAL		
DETAILS			PER	RATE	AMOUNT
FREIGHT PREPAID			UNIT	950.00	19000.00
ON BOARD: 07/31/2001			U	25.00	25.00
CY/CY					
SHIPPER'S/LOAD/COUNTY/STOW					
AD VALOREM FREIGHT					
MERCHANT'S DECLARED VALUE OF GOODS: If Merchant enters a value, Carrier's "package" limitation of liability shall not apply and ad valorem freight will be charged (See Clause 23)			\$US	19025.00	
NOTE: Received in apparent good order and condition, unless otherwise stated herein, for shipment on board the means of transportation (vessel, truck, rail or air) as named herein, the goods or packages or containers said to contain goods specified herein for carriage from the port of loading named herein or place of receipt of goods as named herein, if contracted for, on a voyage as described and agreed by this Bill of Lading and discharge at the port of destination or final destination named herein, if contracted for, subject to the cargo being always subject to the terms, exceptions, limitations, conditions, and liabilities hereinafter agreed.			IN WITNESS whereof the Master or Agent of the said vessel has signed the number of original B/Ls of Lading stated below. As of this date and date, if this Bill of Lading is consigned to order, one shall be surrendered before delivery and the others to stand void.		
Weight, measure, marks, numbers, quality, contents and value as declared by Shipper but unknown to the Carrier In accepting this Bill of Lading the Merchant expressly accepts and agrees to be bound by all the terms, stipulations, exceptions, limitations, liabilities and conditions stated herein, whether written, printed, stamped or otherwise incorporated on the front and/or reverse side hereof as well as the provisions of the Carrier's published Tariff Rules, Regulations and schedules, as fully as if they were all signed by the Merchant, and the Carrier's under- taking to carry the goods is made on the basis of the Merchant's acceptance and agreements as aforesaid.			FREIGHT PAYABLE AT		
			No. OF ORIGINAL B/L ISSUED		
			NEW YORK 3		
			PLACE AND DATE OF ISSUE		
			NEW YORK, NY 07/31/2001		
The Merchant's attention is drawn to the fact that the terms of the Bill of Lading are continued on reverse side hereof and include limitations of liability in respect of loss or damage to the goods and delay. The package limitation mentioned in Clause 23 will not be applicable in the event that con- tents are carefully declared, itemised, valued by the Merchant prior to loading and Ad Valorem Freight is paid or contracted for. Goods carried in containers are carried in accordance with and subject to Carrier's container relay service (see Cl. 1 overleaf) and Carrier's Container Rules and Tariffs (see Clauses 10, 11, 12 & 19 overleaf).			As Agents for Zim Israel Navigation Co., Ltd. As Carrier		

IN VIEW OF THE DANGER OF CONFUSION, UNDATED VESSEL, NOT TO CALL AT PORTS AND TO ENTER THE TERRITORIAL WATERS OF ANY AREA COAS-  
TRIES BELONGING TO THE STATE OF ISRAEL, AND/OR ACTIVELY SUPPORTING THE ABOVE BOYCOTT, PRIOR TO UNLOADING AT PORT OF DESTINATION, UNLESS  
IN DISTRESS OR SUBJECT TO FORCE MAJEURE

NON - NEGOTIABLE

CONTAINERS OF ZCH,13/E - USNYC - BDDGP1LHFA - BSHPHN701MB3 \*\*\*PAGE 1

\*\*\*\*\*CONTAINER DATA REPORT \*\*\*\*\*

Container #	Seal number		Weight (Lbs)	Weight (Kgs)	Size
07571990	5239	36 BAL	54651	24794	40'
07304119	5251	36 BAL	54741	24921	40'
04818397	5249	38 BAL	54000	24494	40'
04172442	5550	39 BAL	55221	25040	40'
07711147	5256	37 BAL	55140	25011	40'
04296590	5277	38 BAL	56140	25465	40'
06325386	5215	37 BAL	54394	24666	40'
07349490	5446	36 BAL	54340	24640	40'
03473647	5254	36 BAL	56110	25451	40'
08571218	5235	39 BAL	54580	24664	40'
04584443	5533	34 BAL	55860	25222	40'
05547777	5531	36 BAL	54860	24804	40'
09937153	5450	35 BAL	54921	24912	40'
01892332	5511	35 BAL	54040	24512	40'
06000070	5273	38 BAL	55880	25347	40'
04042588	5274	33 BAL	55020	24910	40'
04737034	5273	36 BAL	55320	25053	40'
07520180	5262	35 BAL	54800	24837	40'
08338664	5262	36 BAL	54651	24794	40'
04793112	5236	36 BAL	55190	25034	40'

\*\* DESCRIPTIONS OF ZCH,13/E - USNYC - BDI08PLHFA - BDPHNYC10003 \*\*PAGE 2

20 CONT 20 40' CONTAINERS S.T.C. 731 499740KG  
 BALES:  
 454.745 M. TONS (47 1/2)  
 RECOVERED (WASTE) AND SURAP)  
 PAPER OR PAPER BOARD, OLD  
 CORRUGATED CONTAINER (UIC) PS  
 11 AT THE RATE OF USD99.00 PER  
 M. TON CFR  
 CHITTAGONG, AS PER  
 BENEFICIARY'S PROFORMA INVOICE  
 NO. 01-9999-B DTD. 22/04/2004.  
 PACKING IS IN EXPORT STANDARD  
 WARE PACKING  
 SHIPPED ON BOARD CHINA 13/E  
 DTD. 07/31/2001  
 IMPORT UNDER CFR, L/C  
 NO. 222120155, LCA NO. DBL IND  
 804248, H.S. CODE NO.  
 4727.10.20, IMPORTERS INC NO.  
 BA-37927, VAT REGISTRATION NO.  
 2101001192, TIN  
 NO. 375-200-2379/LL-9 AND  
 BANGLADESH  
 BANK REGISTRATION NO.  
 05220122003/04 DTD. 03/05/2001  
 SHIPMENT IS EFFECTED IN  
 CONTAINER  
 LETTER OF CREDIT NO. 222120155  
 DT. 15/05/2001  
 SHIPPERS LOAD STORAGE AND DOUNT.  
 AEGXTN 112372600 FL-01-27000